INSTALLMENT DEED

BOOK 6223 PAGE 280

For and in Consideration of the sum of SIXTY FIVE HUNDRED AND NO/100----------
----($6,500.00)---------- Dollars,

of which FORTY FIVE HUNDRED AND NO/100--------($4,500.00)-------- Dollars,

has been paid in cash by MELVIN G. GEORGE AND WIFE, MAXINE R. GEORGE

the receipt of which is hereby acknowledged, and for the remainder OF TWO THOUSAND AND NO/100----------($2,000.00) ---------- Dollars,

the said ~~MELVIN G. GEORGE AND WIFE, MAXINE R. GEORGE~~ have executed an INSTALLMENT DEED NOTE, in the amount of TWO THOUSAND AND NO/100 DOLLARS, ($2,000.00) bearing interest at TWELVE (12%) per cent per annum, due in TWO YEARS, on Jan. 15th 1986. Said note may be paid in full or in part at anytime prior to due date, with interest to that date.

I 0 0 6 0 1

IDENTIF. REFERENCE

JAN 31 9 39 AM '84

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

all of said notes bearing ~~six~~ twelve per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, WE OLIVER H. DALE AND WIFE, CLAUDINE M. DALE

have this day bargained and sold, and do hereby transfer and convey unto the said

MELVIN G. GEORGE AND WIFE, MAXINE R. GEORGE heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: BEING a tract of land in the 14th Civil District designated as Tract 1 of W.C.Gifford property, described according to a survey of Ray G. Cole, dated August 18,1978, as follows:

BEGINNING at a point in the approximate center of Dry Fork Road at the common corner of Tracts 1 and 2: thence leaving said point, South 37° 20' West 128.79 feet to an iron pin; thence South 72° 31' West 244.73 feet to an iron pin; thence South 36° 16' West 145.48 feet to an iron pin; thence South 62° 10' East 899.97 feet to an iron post; thence North 80° 40' East 194.00 feet to a corner post; thence North 12° 19' East 354.24 feet to an iron post; thence North 69° 22' West 564.04 feet to an iron pin; thence North 34° 56' West 96.48 feet to an iron pin; thence North 54° 46' West 100.58 feet to the point of beginning.

INCLUDED in this conveyance is a right-of-way easement for ingress and egress to the subject tract which is shown on the said survey of Ray G. Cole, dated August 18, 1978; said right-of-way easement is a 50 foot strip along the westerly margin of said tract and is part of Tract 2 as shown on said survey; said right-of-way easement shall be used and maintained jointly with the owners of said Tract 2.

BEING the same property conveyed to Oliver H. Dale by Installment Deed from W. C. Gifford and wife, sue gifford, as of Record in Book 5439, Pages 932, 933, and 934 Register's Office of Davidson County,Tennessee.

01/31 09:40

This is ~~unimproved~~ improved ( ) property, known as _____
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

9917

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said MELVIN G. GEORGE AND WIFE, MAXINE R. GEORGE heirs and assigns forever. WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MELVIN G. GEORGE AND WIFE, MAXINE R. GEORGE THEIR heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to US in hand paid, JAN. 84, the said MELVIN G. GEORGE AND WIFE, MAXINE R. GEORGE

do hereby transfer and convey unto LUCIEN DALE, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

WE, the said MELVIN G. GEORGE AND WIFE, MAXINE R. GEORGE

do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ N.A. until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interst may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE DO fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE, the said MELVIN G. GEORGE AND WIFE, MAXINE R. GEORGE shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; AND WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. WE DO agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE DO further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to MELVIN G. GEORGE AND WIFE, MAXINE R. GEORGE representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for DAVIDSON County, Tennessee, and the title herein conveyed to LUCIEN DALE, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

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IN WITNESS WHEREOF, we, the said MELVIN G. GEORGE and MAXINE R. GEORGE hereunto set our hands at NASHVILLE, Tennessee, this the 24th day of JAN 1984

Melvin G. George
Maxine R. George
Oliver H. Dale
Claudine M. Dale

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Martha Shapard, a Notary Public in and for said County and State, the within named Melvin R. George, Maxine R. George, Oliver H. Dale, Claudine M. Dale

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 24th day of January, 1984

Martha Shapard, Notary Public.

Commission Expires 7/27/86

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I personally acquainted, and who, upon oath, acknowledged .....self to be .....

.....of the ..... BOOK 6223 PAGE 283

the within named bargainor, a corporation, and that .....he as such .....,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by.....self as .....

Witness my hand and seal, at office in .....,

this .....day of....., 19.....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

OLIVER H. DALE AND WIFE,
CLAUDINE M. DALE

Mail → TO

MELVIN G. GEORGE AND WIFE,
MAXINE R. GEORGE
3927 Dry Fork Rd
Whites Creek Tenn 37189

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

FOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MELVIN G. GEORGE AND WIFE, MAXINE R. GEORGE		48-84 Par.155
3927 Dry Fork Road, Whites Creek, TN 37189		field book
NASHVILLE TENNESSEE		14DZ 07380
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(NAME) (NAME) (STREET ADDRESS OR ROUTE NUMBER) (STREET ADDRESS)

THIS INSTRUMENT WAS PREPARED BY
OLIVER H. DALE
3121 DICKERSON ROAD
NASHVILLE TENNESSEE
37207

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 6,500.00 Oliver H. Dale
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF January 1984

Martha B. Shepard
Notary Public

MY COMMISSION EXPIRES: 7/27/86

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6223 PAGE 284

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE.

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			6500.00- CAMT.	
			16.90 CSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CASH	29.40-
9917A01/31/84			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

100601

IDENTIF. REFERENCE

JAN 31 9 40 AM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 10226